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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

TEAMSTERS JOINT COUNCIL NO. 25
TRAINING FUND

Plaintiff,

vs.

M. D. MILLER TRUCKING, INC.

Defendant.

08CV0106

JUDGE GETTLEMAN
MAG. JUDGE BROWN

COMPLAINT

NOW COMES Plaintiff, Teamsters Joint Council No. 25 Training Fund, by Roger N. Gold, its attorney, and for its complaint against the Defendant, M.D. Miller Trucking, Inc., alleges as follows:

1. This action arises under the laws of the United States and is brought pursuant to Section 502 of the Employee Retirement Income Security Act of 1974 (hereinafter referred to as "ERISA"), 29 U.S.C. §1132 and Section 301 of the Labor-Management Relations Act of 1947, 29 U.S.C. §185.

2. Plaintiff, Teamsters Joint Council No. 25 Training Fund, is an "employee welfare benefit plan" and "employee benefit plan" within the meaning of ERISA, 29 U.S.C. §1002(1) and (3). Plaintiff provides training programs for individuals who are employed in the trucking and construction industries.

3. The Plaintiff has been established pursuant to a Trust Agreement entered into by Teamsters Joint Council No. 25 (hereinafter referred to as "Council") and various employers

engaged in the construction and trucking industries. The Plaintiff is administered within this District.

4. The Defendant, M. D. Miller Trucking, Inc., is a corporation organized and existing under the laws of the State of Illinois with an office located at 5215 Kingsbury Estates Drive, Plainfield, Illinois 60544. Defendant is an "employer" within the meaning of ERISA, 29 U.S.C. §1002(5). At all times relevant hereto, Defendant has been engaged in the construction business within the jurisdiction of this Court.

5. At all times involved herein the Defendant has been party to a master collective bargaining agreement negotiated between Teamsters Local 179 and the Contractors Association of Will and Grundy Counties (hereinafter referred to as the "Construction Agreement"). The Construction Agreement sets forth the wages, benefits and working conditions applicable to bargaining unit employees employed within the geographical jurisdiction of Local 179. A copy of the current Construction Agreement is attached as Exhibit A to this Complaint.

6. Pursuant to Article 8, Section 8.1 of the Construction Agreement a signatory employer is to make contributions to the Plaintiff at the rate of \$10.00 per week for every bargaining unit employee employed by the employer.

7. From June 1, 2003 through July 31, 2007 the Defendant failed to make contributions to Plaintiff as required by Article 8, Section 8.1 of the Construction Agreement. During this period bargaining unit employees worked a composite total of 1506 weeks for Defendant and the contributions owed to Plaintiff total \$15,060.00.

8. The Plaintiff has made demand for payment of the unpaid contributions.

9. Defendant has wrongfully, and without justification, failed and refused to pay the amounts owed.

10. Defendant's refusal and failure to perform its obligations to the Plaintiff is causing, and will continue to cause, injuries to the Plaintiff.

WHEREFORE, Plaintiffs, Teamsters Joint Council No. 25 Training Fund, prays as follows:

1. That judgment be entered its favor of Plaintiff and against M. D. Miller Trucking, Inc. for the following:
 - a. \$ 15,060.00 in unpaid fringe benefit contributions owed for the period June 1, 2003 through July 31, 2007;
 - b. \$ 3,012.00 in liquidated damages as provided by the rules and policies of the Fund and by Section 502(g)(2) of ERISA, 29 U.S.C. §1132(g); and
 - c. interest on the unpaid amounts.
2. That the Plaintiff be awarded its costs of suit, including reasonable attorney's fees, as provided in Section 502(g)(2) of ERISA.
3. For such further relief as the Court may deem appropriate.

Teamsters Joint Council No. 25 Training Fund

BY: 

Roger N. Gold, Attorney for Plaintiff

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**AREA CONSTRUCTION AGREEMENT
BETWEEN**

TEAMSTERS LOCAL 179

An Affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

And

**CONTRACTORS ASSOCIATION OF
WILL AND GRUNDY COUNTIES**



JUNE 1, 2006 THROUGH MAY 31, 2009

EXHIBIT A

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**AREA CONSTRUCTION AGREEMENT
UNIONS I. B. OF T. JOINT COUNCIL NO. 25**

This Agreement entered into this first day of June, 2006, by and between the Contractors Association Of Will And Grundy Counties (hereinafter called CAWGC) for and on behalf of itself, its member associations and their members who have assigned bargaining rights to their Association, and any Employer signatory to this Agreement both present and future or

(Hereinafter called EMPLOYER or EMPLOYERS), and Local No. 179, an affiliate of the International Brotherhood of Teamsters, (Hereinafter called the UNION). This Agreement shall be known as UNION, I. B. of T., JOINT COUNCIL NO. 25, AREA CONSTRUCTION AGREEMENT.

1. The purpose of this Agreement is (a) to enter into a definite labor management contract covering the wages, hours, conditions of work and terms of employment in the relationship between Employer and employee; (b) to prevent strikes, lockouts and work stoppages; (c) to adopt suitable measures for the peaceful settlement of grievances and differences; (d) to secure to members of the Association or other Employer, sufficient capable employees; (e) to protect the economic and employment welfare of employees.

2. It is mutually understood and agreed that the following terms relating to the wages, hours and working conditions of workmen covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the parties to this Agreement during the terms of this Agreement, and any renewal period thereof.

ARTICLE 1.**Recognition and Scope of Agreement**

1.1 Geographic Coverage. The geographic area covered by I. B. of T. Local No. 179, in jurisdiction of I. B. of T. JOINT COUNCIL NO. 25 AREA.

1.2 Recognition. Employer recognizes the Union, as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, and all other conditions of employment for all employees covered by this Agreement.

1.3 Bargaining Unit. Employees covered by this Agreement are all employees in the classifications of work covered by this Agreement, employed by the Employers in the contract territory and engaged in the work described in Section 1.4 hereof.

1.4 Work Covered. Jurisdiction. This Agreement shall apply to employees in the classifications herein set forth in the performance of work involved in the following operations:

a. **Heavy construction:** Heavy construction is defined as constructing substantially in its entirety any fixed structure, other improvement or modification thereof, or an addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including without limitation, the loading, unloading, and transporting of heavy equipment, railroads and street railway construction project, sewers, watermain, grade separations, foundations, pile driving, piers, abutments, retaining highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, hydro-electric development, duct lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, har-

bors, industrial sites, airports, excavation and disposal of earth and rock.

b. **Highway construction work:** Highway construction work is defined as all work ordinarily included in highway construction contracts, bridges, sewer and street grading, street paving, curb setting, sidewalks, etc.; and landscaping on work where prevailing wage rules are in effect.

c. Removal and disposal of rubbish from wrecking jobs.

d. Snow removal.

e. Hauling of cinders, slag, asphalt (including liquid asphalt), sand fill and all other types of fill on construction jobs.

f. Delivery to and spreading on the construction site or the road bed of any stabilized base material to be used as a sub-surface, including but not limited to fill, Poz-O-Pac, aggregate materials, Bituminous aggregate materials, Cement aggregate materials, or any other trade name of base or paving material.

g. Back filling.

h. Digging.

i. Leveling and grading.

j. Street sprinkling and flushing.

k. Concrete breaking.

l. Pipeline work.

m. Pavement marking and sealing.

n. Construction, slag and sludge hauling or any other trucking in or out of steel mills.

o. Hauling of salt.

p. Asphalt plant in areas where it has been past practice.

q. The hauling of recycled broken concrete and recycled asphalt.

- r. Concrete Pumper Trucks.
- s. Concrete Crushing Plants.
- t. Stockpiling.

1.5 The work listed in Section 1.4 above is listed for the purpose of describing work customarily and / or traditionally performed by the employees covered by this Agreement, and for no other purpose.

ARTICLE 2. Union Security

2.1 **Maintenance of Membership.** Present employees who are members of the Union must, as a condition of employment, maintain such membership during the term of this Agreement to the maximum extent permitted under law.

2.2 **New Employees.** New employees shall, as a condition of employment, become members of the Union to the maximum extent permitted under law, on the eighth day after the beginning of employment or after the execution date of this Agreement, whichever is later, and shall maintain such membership as a condition of continued employment.

2.3 **Enforcement.** Any employee who refuses or fails to fulfill the obligations of Sections 2.1 or 2.2 above, shall forfeit his right of employment; and the Employer shall discharge such employee within three (3) working days of receiving written notice from the Union of the failure of an employee to fulfill said obligations; provided, that the union shall hold the Employer harmless for demands under this Section not in accord with federal law.

2.4 **Additional Employees.** When the Employer needs additional employees, he shall give the Local Union equal opportunity with all sources to provide suitable applicants, but shall not be required to hire those referred by the Union.

The names and addresses of all new employees shall be furnished to the office of the Union not later than the first pay period after their hiring. Failure by the Employer to report new employees to the Union as set forth above shall result in Employer taking responsibility for any and all initiation fees, re-initiation fees and dues which the new employee incurs after the eighth day as listed in Article 2 Section 2.2.

ARTICLE 3. Subcontracting

3.1 Subcontracting of Construction Site Work

(a) The Employer agrees that neither it nor any of its subcontractors will subcontract any work covered by this Agreement to be done at the site of construction, alterations, painting, or repair of a building, structure, road or other work, except to a person, firm or corporation, signatory to this Agreement.

(b) At least five (5) days prior to subcontracting any construction site work specified above, the Employer shall provide the Union with the name, address, and telephone number of the Subcontractor and a description of the work the Subcontractor will perform at the construction site.

3.2 Subcontracting or Work Other Than Construction Site Work

(a) In order to protect the wages, economic benefits and job opportunities of workers employed under this Agreement, the Employer agrees that when subcontracting work covered by this Agreement which is to be performed within the geographical area covered by this Agreement, but which is not to be performed at the site of the construction, alteration, painting or repair of a building, structure, road or other work, the Employer will subcontract such work only to a person, firm or corporation who:

1) Agrees in writing that the persons performing such work will receive not less than the wages and economic benefits, or their equivalent, required to be paid to employees working under this Agreement; and

2) Who further agrees, in writing, to submit any grievance or disputes concerning the performance or compliance with the undertakings set forth in (1) above to the procedures set forth in Article 6 of this Agreement.

(b) At least three days prior to subcontracting work specified above the Employer will give written notice to the Union of the name, address, and telephone number of the subcontractor and will give the Union a copy of the written assurances provided by the Subcontractor detailed in Section 3.2(a) above.

3.3 Obligation of Employers Regarding Default or Delinquency of Subcontractors

Any Employer who has subcontracted in compliance with the provisions of Section 3.1 above with respect to construction site work and Section 3.2 above with respect to work performed other than at the construction site shall not be liable for any delinquency by such Subcontractor in the payment of any wages, fringes, benefits or contributions except as provided herein.

If a subcontractor shall become delinquent in the payment or meeting of the obligations set forth in Section 3.1 or 3.2 the Union shall promptly give written notice thereof to the Employer and subcontractor specifying the nature and amount of such delinquency. If such notice is given, the Employer shall withhold the amount claimed to be delinquent out of any sums due and owing by the Employer to such Subcontractor and shall pay and satisfy therefrom the amount of such delinquency by such Subcontractor as follows:

(a) If the Subcontractor does not dispute the existence of such delinquency, the Employer shall forthwith pay the amount of such delinquencies to the person or Funds entitled thereto.

(b) If the Subcontractor disputes the existence or amount of such delinquency, the dispute will be settled by the Union and Subcontractor as provided in Article 6 hereof and the Employer shall pay to the person or Funds entitled thereto the amount of such delinquency as so determined as well as costs incurred.

The Employer shall not be liable for any delinquencies occurring more than sixty (60) day prior to the receipt of such written notice from the Union.

ARTICLE 4.

Pre-Job Conference

4.1 Before commencing any job, an Employer shall meet with the Union for a pre-job conference for the purpose of advising the Union of the Employer's requirements as to the number of employees, the probable starting date, duration of the job, working schedules, and other matters affecting employees. This shall not apply to an Employer permanently domiciled within the area of the Local Union's jurisdiction. All contractors, including all local contractors, shall provide a list of subcontractors and owner-driver or drivers to the Local Union three (3) days prior to commencement of work.

4.2 When a project is within the territory of more than one Local Union, the determination of the division of employees for representation purposes shall be made by an Agreement between the Local Union and the Employer, or the Employers involved. In the event the Local Unions and the Employer, or the Employers, are unable to reach such an

Agreement, the issue shall be referred within five (5) days to Teamsters Joint Council No. 25. The Teamsters Joint Council No. 25 shall meet with the Employer, or Employers, involved to settle this dispute and their joint decision shall be final and binding on all parties concerned. If a contractor evades a pre-job conference, he automatically forfeits his right to the grievance procedure.

ARTICLE 5.

No Strikes or Lockouts

5.1 In view of the fact that the parties have provided for an orderly procedure for settling differences of opinions and disputes, the Union agrees that for the duration of this Agreement, there shall be no strikes except as otherwise herein provided, and the Company agrees that during the life of this Agreement, there shall be no lockouts. The provisions of this Article shall not apply to any Company that refuses to follow the procedures outlined in Article 6.

ARTICLE 6.

Grievances and Arbitration

6.1 All disputes or grievances arising out of work and operations under this Agreement shall be settled and resolved as provided in this Article except as otherwise herein provided.

6.2 A dispute or grievance not resolvable by Foreman or Superintendent shall be first taken up between the Employer and a representative of the Local Union having geographic jurisdiction within the contract territory within seven (7) working days after the date of the occurrence which is the subject of the dispute or grievance, or no action shall be required.

6.3 In the event that the grievance cannot be resolved within two (2) working days of the provisions of 6.2, it shall be reduced to writing and referred for conference and resolution by designated officials of the Union and the Association. In the event the Employer is not a member of an Association, the written grievance shall be submitted directly to the Joint Grievance Committee in accordance with this Article.

6.4 In the event the grievance cannot be resolved by the provisions of 6.3 within seven (7) working days after receipt of the Union and the Association of the written grievance, the written grievance shall be submitted immediately to the Joint Grievance Committee created in this Article.

6.5 No action shall be required on employee complaints as to wages and working conditions unless made within ten (10) working days of the supposed violation.

6.6 CAWGC and the Union shall together create and appoint a permanent Joint Committee consisting of an equal number of members representing the Employers and Union, but no less than three (3) from each group. Alternates may also be appointed. The Joint Committee shall, at its first meeting formulate rules of procedure to govern the conduct of its proceedings.

6.7 It shall be the function of the Joint Committee to resolve disputes or grievances which cannot be settled under Article 6.3.

6.8 (a) No employer shall sit on a panel of the joint Committee which is hearing or considering a grievance or dispute arising from his own operations.

(b) No Local Union shall sit on a panel of the Joint Committee which is hearing or considering a grievance or dispute arising from a job over which such Local Union has geographical jurisdiction.

6.9 When the Joint Committee, by a majority vote, decides a dispute or grievance, such decision shall be final and binding on all parties. In the event of a deadlock, a seventh neutral person, mutually agreed upon by both Management, and Labor Committee shall be used to cast the deciding vote to break the deadlock. This decision shall be final and binding.

ARTICLE 7.

Jurisdictional Dispute

In signing this stipulation, the undersigned (employer) (employer association on behalf of its members) agrees to be bound by all the terms and provisions of the Agreement establishing procedures for the resolution of jurisdictional disputes in the construction industry known as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In particular, the undersigned agrees to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, arbitrators or National Arbitration Panels established under the Plan, and to fulfill the obligations of the Employer set forth in the Agreement. There shall be no strike or lockout while the settlement of the dispute is pending.

All jurisdictional disputes between or among building and construction trades union and employers, parties, to this agreement, shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the employer and union parties to this Agreement.

ARTICLE 8.

Wages

8.1 The following rates of hourly pay shall prevail during the period herein set forth.

INDUSTRY FUND:

1. Each EMPLOYER shall pay into the Will-Grundy Industry Advancement Trust (hereinafter sometimes referred to as the "Industry Fund") in the amount of \$2.80 (two dollars eighty cents) per week for each of his employees covered by this Agreement. Funds will be collected by the union and sent directly to the Will-Grundy Industry Fund, c/o CAWGC, 233 N. Springfield Avenue, Joliet, Illinois 60435-6509.

2. Each EMPLOYER shall pay into the Three Rivers Construction Alliance \$.80 (eighty cents) per week for each of his employees covered by this Agreement. Funds will be collected by the union and sent directly to the Three Rivers Construction Alliance, P.O. Box 3865, Joliet, Illinois 60434.

3. Each EMPLOYER shall pay into the Teamsters Joint Council #25 Training Fund \$10.00 (ten dollars) per week for each of his employees covered by this Agreement, effective June 1, 2006 and throughout the duration of the Agreement. Funds will be collected by the Union.

4. The EMPLOYER agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund as well as any amendments thereto and agrees to be bound by all actions taken by the Trustees of said Industry Fund pursuant to said Agreement and Declaration of Trust and amendments thereto.

5. In as much as the existence and utilization of this Industry Fund should result in increased construction and, therefore, in increased construction job opportunities for

employees the UNION agrees to cooperate in assuring that the contributions required by this Article are in fact made by EMPLOYERS bound by this Agreement.

Work or services performed at the construction site which includes driving trucks to and from and the spreading on the construction site or the road bed of any base material to be used for such subsurface which shall include but not be limited to fill, gravel, blacktop, cement, or Poz-O-Pac, and building, wrecking excavating and renovation shall be covered by the hourly rates set forth as follows:

8.2 The trucks listed in this Section shall be classified and drivers paid on the following axle basis:

CLASSIFICATION

LOCAL 179 - EFFECTIVE JUNE 1, 2006:

Group 1 - 2 or 3 Axle Trucks	\$33.04
Group 2 - 4 Axle Trucks	\$33.19
Group 3 - 5 Axle Trucks	\$33.39
Group 4 - 6 Axle Trucks	\$33.59
Group 5 - All Lowboy Trucks	\$34.59
Group 6 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

FOR LOCAL 179

GROUP 1. EFFECTIVE JUNE 1, 2006:

Frame Truck (when used for transportation purposes)	\$33.04
Air Compressors and Welding Machines, Including those pulled by cars, pickup Trucks and tractors	\$33.04
Ambulances	\$33.04
Articulated Dumps	\$33.04
Batch Gate Lockers	\$33.04
Batch Hopperman	\$33.04
Car and Truck Washers	\$33.04
Carry Aids	\$33.04
Fork Lifts and Hoisters	\$33.04
Helpers	\$33.04
Mechanic Helpers and Greasers	\$33.04
Oil Distributors, two-man operation	\$33.04
Pavement Breakers	\$33.04
Pole Trailer, up to forty feet (40')	\$33.04
Pothole Repair Trucks	\$33.04
Power Mower Tractors	\$33.04
Quick Change Barrier	\$33.04
Self-Propelled Chip Spreader	\$33.04
Shipping and Receiving Clerks & Checkers	\$33.04
Skipman	\$33.04
Slurry Trucks, two-man operation	\$33.04
Slurry Trucks, Conveyor Operated - 2 or 3 man operation	\$33.04
Teamsters	\$33.04
Unskilled Dumpmen	\$33.04
Warehousemen and Dockmen	\$33.04
Truck Drivers hauling warning lights, barricades, and portable toilets on the job site	\$33.04

GROUP 2. EFFECTIVE JUNE 1, 2006:

Dispatcher	\$33.19
Dump Crets and Adgetors under seven (7) yards	\$33.19
Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other Than self-loading equipment or Similar equipment under 16 cubic yards ...	\$33.19
Mixer Trucks under seven (7) yards	\$33.19
Ready-Mix Plant Hopper Operator	\$33.19
Winch Trucks, 2 Axles	\$33.19

GROUP 3. EFFECTIVE JUNE 1, 2006:

Dump Crets and Adgetors, seven (7) yards and over	\$33.39
Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or Turnapulls when pulling other than Self-loading equipment or similar Equipment over 16 cubic yards	\$33.39
Explosives and/or Fission Material Trucks ..	\$33.39
Mixer Trucks, seven (7) yards and over	\$33.39
Mobile Cranes, while in transit	\$33.39
Oil Distributors, one-man operation	\$33.39
Pole Trailer, over forty feet (40')	\$33.39
Pole and Expandable Trailers hauling material over 50 feet long	\$33.39
Slurry Trucks, one-man operation	\$33.39
Winch Trucks, three (3) axles or more	\$33.39
Mechanic - *Truck Welder and *Truck Painter ..	\$33.39

*These classifications shall only apply in areas where
and when it has been a past practice area.

GROUP 4 EFFECTIVE JUNE 1, 2006:

Asphalt Plant Operators in areas where It has been past practice	\$33.59
Dual-Purpose vehicles, such as mounted crane trucks with hoist & accessories ...	\$33.59
Foreman	\$33.59
Master Mechanic	\$33.59
Self-Loading Equipment, like P.B. and Trucks with scoops on the front	\$33.59

LOCAL 179 - EFFECTIVE JUNE 1, 2007:

***There shall be an increase in Wages and/or Fringe Benefits (Health and Welfare Fund and Pension Fund) of \$1.86 per hour. Allocation of amounts between Wages and Fringe Benefit Funds shall be determined by the Local Union thirty (30) days prior to the effective date of the increase.

LOCAL 179 - EFFECTIVE JUNE 1, 2008:

***There shall be an increase in Wages and/or Fringe Benefits (Health and Welfare Fund and Pension Fund) of \$1.90 per hour. Allocation of amounts between Wages and Fringe Benefit Funds shall be determined by the Local Union thirty (30) days prior to the effective date of the increase.

8.2(a) Residential development and initial construction of roads in residential development, prior to roads being turned over to the governmental body, shall be done at 90% of the construction rate, provided the project doesn't fall under Prevailing Wage or Davis Bacon guidelines. For payroll purposes, work performed under full rate and 90% rate shall be listed separately on payroll stub.

8.2(b) Construction of privately owned parking lots shall be 90% of the construction rate, provided the project doesn't fall under Prevailing Wage or Davis Bacon guidelines. This Section shall apply to all excavation and material hauling including asphalt.

8.2(c) The rate for stocking permanent location blacktop plants or concrete plants shall be 90% of the construction rate. This rate does not apply to stockpiling job sites, hauling of excavated material or hauling to dump, unless covered in 8.11(a) or 8.11(b) above.

8.3 Increase wages \$1.00 per hour over scale for 1) Hazardous Material premium; 2) wearing a mask or suiting up; 3) working in a nuclear plant; 4) any jobs requiring special endorsements.

8.4 Drivers operating different types and sizes of equipment on the same day which they operate for two (2) hours or more shall be paid the rate governing the highest rated equipment operated for the entire day.

8.5 The Association or Employer or employee agrees to notify the Union Representative when using new types of equipment not formerly used by his company, the Negotiating Committee of the Employers and the Unions shall meet to immediately negotiate the wage scale for same. The agreed rate shall be retroactive to the equipment's first day of use.

8.6 An employee's pay shall start at whatever time the employee reports for work as instructed by the Employer, or as provided for in Article 12.3, and shall not stop until his truck is through work, including filling with gasoline and oil, if requested by the Employer.

8.7 All employees shall be paid weekly and no more than five (5) days shall be withheld. Employee's pay check to be ready for him not later than quitting time on designated pay day.

8.8 The Employer shall list on each employee's check stub the amount the amount of straight-time hours and the amount of overtime hours as well as all deductions from the check.

8.9 An employee who was injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular straight-time shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Employer's doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for the straight-time hours lost from work.

8.10 It is agreed that no individual ready-mix trucks are to be operated other than those that are company-owned or operated.

8.11 Apprenticeship and Training.

The parties acknowledge that the Joint Council No. 25 Training Fund (Training Fund) has been established for the purpose of providing apprenticeship and training opportunities to individuals working in the construction, material hauling, warehousing and cartage industries. The parties agree to be bound by the Agreement and declaration of Trust establishing the Training Fund.

The Employer shall make contributions to the Training Fund as provided in Article 8 Section 1 of this Agreement.

The Trustees of the Training Fund shall be responsible for the selection and training of all Apprentices. Apprentices shall enter the Apprenticeship Program as provided in the selection procedures established by the Trustees. An Apprentice who fails to comply with required standards and procedures may be dismissed by the Trustees

from the Apprenticeship Program and will have no further right to work as an Apprentice under this Agreement.

The Training Fund shall have full authority to place Apprentices with Employers who request such placement. Employers shall cooperate in providing Apprentices with needed work experiences.

The Apprentice Program is divided into four periods. During their participation in the Program, Apprentices shall be paid wages as follows:

1st Period	60% of full scale
2nd Period	70% of full scale
3rd Period	80% of full scale
4th Period	90% of full scale

ARTICLE 9.

Health and Welfare

9.1 (a) For Local 179, effective June 1, 2006, the Employer shall pay the sum of \$5.50 per hour, on all hours worked, for each regular employee covered by this Agreement into a trust fund set up by the Trust Agreement now in effect in the aforementioned Union Local for the payment of Health and Welfare benefits as determined by a Board of Trustees.

***There shall be an increase in Wages and/or Fringe Benefits (Health and Welfare Fund and Pension Fund) according to the following schedule. Allocation of amounts between Wages and Fringe Benefit Funds shall be determined by the Local Union thirty (30) days prior to the effective date of the increase:

Effective June 1, 2007 \$1.86 per hour
Effective June 1, 2008 \$1.90 per hour

9.1 (b) Any disagreement with respect to the eligibility, time and method of payments, payments during periods of employee illness or disability, method of enforcement of payment, and related matters shall be determined by such Trustees. The Fund shall, in all respects, be administered in accordance with the Trust Agreement. The method and amount of payment shall be as follows:

9.1 (c) If any regular employee is absent because of occupational illness or injury, the required hourly contribution shall be made for forty (40) hours per week during such absence. The Employer shall continue to make contributions until the employee returns to work, or for a period of twelve (12) months, whichever is the shorter.

9.1 (d) The obligation to make the above contributions shall continue during periods when the Collective Bargaining Agreement is being negotiated, except during a strike.

9.1 (e) The Employer agrees that it is bound by and is a party to the Trust Agreements creating the Health and Welfare Fund and the Pension Fund, and all prior and subsequent amendments thereto, as if it had signed the original copy of each of the said Trust Agreements, both of which said Agreements being incorporated herein by reference and made a part hereof; the employer hereby designates as its representatives on the Board of Trustees of said Funds such Trustees as are named in said Agreements and Declarations of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreements and Declarations of Trust, as they may be amended from time to time; and further, agrees to be bound by all action taken by said Employer Trustees regarding and pursuant to the said Agreements and Declarations of Trust as amended from time to time.

9.1 (f) Penalty for Failure to Pay Health and Welfare

The Employer recognizes the necessity of making prompt Health and Welfare contributions, the possibility that employees benefit standing will be placed in jeopardy if contributions are not timely made, and the concern of the Union that all eligible employees are covered by such contributions.

Whenever the employer is delinquent in making payments to the Health and Welfare Fund, the Union may strike the Employer to force payments. This provision shall not be subject to and is specifically excluded from the Grievance Procedure, (Article 6). Additionally, in the event the Employer has been found to be delinquent, the Employer shall be required to pay in an addition to the actual delinquency, 10% of the delinquent amount as liquidated damages, and accountant and attorney fees and court costs.

9.1 (g) A calendar week is Sunday through Saturday.

**ARTICLE 10.
Pension Fund**

10.1 (a) For Local 179, effective June 1, 2006, the Employer shall pay the sum of one hundred fifty five dollars (\$155.00) per week per employee into a Trust Fund for the purpose of providing pension benefits to employees covered by this Agreement.

***There shall be an increase in Wages and/or Fringe Benefits (Health and Welfare Fund and Pension Fund) according to the following schedule. Allocation of amounts between Wages and Fringe Benefit Funds shall be determined by the Local Union thirty (30) days prior to the effective date of the increase:

Effective June 1, 2007	\$1.86 per hour
Effective June 1, 2008	\$1.90 per hour

For Local 179, a calendar week is Sunday through Saturday. Starting with the first worked day of the week, the Employer will pay 25% of the weekly contribution for each day the employee worked, with a cap of four (4) days.

10.1 (b) The method of paying and calculating such contributions, excepting only as to amounts, shall be in accordance with the provisions set forth above with respect to Health and Welfare payments. The Pension Trust shall be administered by a Board of trustees in accordance with the Trust Agreement.

10.1 (c) If any regular employee is absent because of occupational illness or injury, the Employer shall continue to make required contributions until the employee returns to work, or for a period of twelve (12) months, whichever is the shorter.

10.1 (d) The Employer agrees that it is bound by and is a party to the Trust Agreements creating the Health and Welfare Fund and the Pension Fund, and all prior and subsequent amendments thereto, as if it had signed the original copy of each of the said Trust Agreements, both of which said Agreements being incorporated herein by reference and made a part hereof; the Employer hereby designates as its representatives on the Board of Trustees of said Funds such Trustees as are named in said Agreements and Declarations of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreements and Declarations of Trust, as they may be amended from time to time; and further, agrees to be bound by all action taken by said Employer Trustees regarding and pursuant to the said Agreements and Declarations of Trust as amended from time to time.

10.1 (e) Penalty for Failure to Pay Pension

The Employer recognizes the necessity of making prompt Pension contributions, the possibility that employee's bene-

fit standing will be placed in jeopardy if contributions are not timely made, and the concern of the Union that all eligible employees are covered by such contributions.

Whenever the Employer is delinquent in making payments to the Pension Funds, the Union may strike the Employer to force payments. This provision shall not be subject to and is specifically excluded from the grievance procedure, Article 6. If an Employer fails to pay any contributions due in accordance with this Article, the Trustees of the respective Fund may assess the Employer a penalty of 10% of the contributions due as liquidated damages in addition to all reasonable attorney fees, accountant fees and cost of collection.

ARTICLE 11. Check-Off

11.1 Upon receipt of a written authorization from the Employee on a form provided by the Union, the Employer agrees to deduct initiation fees and reinitiation fees and monthly Union dues from the pay of each such employee in the amount and manner prescribed by the Union in accordance with its Constitution and By-Laws, and shall remit same to the Union within ten (10) days from its collection.

11.2 The Union shall indemnify, defend, and save the company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken, or not taken by the company for the purpose of complying with any provisions of this Article or reliance upon any list, notices, or assignments furnished under this Article.

ARTICLE 12. Working Hours and Overtime

12.1 Eight (8) continuous hours (not including meal period referred to in Article 12.7), shall constitute a work day. Forty (40) straight time hours, Monday through Friday, shall constitute a work week, without regard to the weekly pay period as established by the Employer.

12.2 Time and one-half shall be paid for all time worked over eight (8) hours in any one day. Time and one-half shall be paid for all time worked over forty (40) hours in any one week, Monday through Friday. Time and one-half shall be paid for the first ten (10) hours on Saturday. Double time shall be paid for all time worked over ten (10) hours on Saturday.

12.3 Employees starting work after 12:00 Noon shall be paid a fifty cent (50¢) per hour shift differential in addition to their straight-time hourly rate for all work performed on a second shift and employees starting to work between 10:00 P.M. and 1:00 A.M. shall receive fifty cents (50¢) per hour in addition to their straight-time hourly rate for third shift.

12.4 On any building project of five million dollars or more, the following shall apply:

Double time shall be paid for all time worked over eight (8) hours in any one day. Double time shall be paid for all time worked over forty (40) hours in any one week, Monday through Friday. Double time shall be paid for all work done on Saturday. This shall apply only to the geographic jurisdiction of Local 179.

12.5 If any employee is ordered to start work by his Employer, Monday through Friday, he shall not receive less than eight (8) hours straight-time pay. If he starts work on Saturday, Sunday and Holidays, he shall not receive less than four (4) hours pay at the applicable hourly rate.

The Employer not notifying the employee at least two (2) hours prior to reporting time there will be not work that day shall give him two (2) hours pay for reporting. If requested by the Employer the employee must stay on the job to qualify for the two (2) hour pay. All reporting time shall be paid at the applicable hourly rate for that day.

12.6 All Sunday work shall be double time.

12.7 One-half hour meal period will fall between the fourth (4th) and the end of the fifth (5th) hour on all shifts. Employee shall be paid time and one-half the hourly rate of pay for working through lunch period.

12.8 Employers who require a Teamster employee to be out-of-town and stay overnight, shall reimburse the employee for expenses in a reasonable and customary manner, upon proof of receipt.

12.9 If an Employee is required to take a physical examination other than a D.O.T. physical, the Employee shall receive pay for all time required for said physical including drive time to and from the examination facility or eight (8) hours of pay, whichever is greater. The Employer may assign work to be performed to fulfill the eight (8) hour guarantee.

12.10 When Employees are laid off or discharged, they must be paid wages due to them at the time of the layoff or discharge.

ARTICLE 13.

General Conditions

13.1 Seniority

13.1 (a) Seniority, as the term is used herein, means the length of continuous service of any regular employee from the date of first employment by the Employer as hereinafter provided.

13.1 (b) New employees shall be regarded as probationary employees until they have acquired seniority rights. Probationary employees shall attain seniority rights when they have been actually at work in the employ of the Employer for a total of thirty (30) worked days, or sixty (60) calendar days, whichever comes first. There shall be no responsibility for the re-employment of probationary employees if they are laid-off or discharged prior to attaining seniority rights. After thirty (30) worked days or sixty (60) calendar days, whichever comes first, of employment as above defined, the names of such employees shall be placed on the seniority list as provided in Section 13.1 (b) with a service credit of thirty (30) days, reverting back to the first day of hire. The Union shall receive a seniority list upon request.

Any employee covered by this Agreement who accepts a promotion to a salaried position with the Employer shall retain all previously accumulated seniority for a period of twelve (12) consecutive months.

13.1 (c) In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid-off employee.

13.1 (d) The re-hiring procedure shall be the reverse of the layoff procedure. When work increases, employees laid off shall be notified to report to work in order of seniority.

13.1 (e) Failure by an employee to return to work within five (5) consecutive working days after notice or attempted notice, by phone or certified mail to the employee's last known phone number or address, and a copy being sent to the Local Union office, will result in loss of seniority rights. The Local Union office shall be notified by the Employer the same day as the employee. The five (5) consecutive days do not begin to run until the Union has been notified by the Employer.

The Union may furnish temporary drivers if requested to do so, until the laid-off employee shall report to work.

13.1 (f) If there are any breakdowns or shut-downs during the day, a man whose vehicle is broken down or whose operations are shut-down shall go home for the completion of the work day and shall be paid as provided in Article 12; however, the Employer may assign him to perform other duties at his prevailing wage rate for that day. When a vehicle shall be out of service for more than that day, seniority shall prevail on the following day.

13.1 (g) Seniority shall be broken by discharge, voluntary quit, failure to report after five (5) working days, as outlined in Section 13.1 (e), or by a layoff for twelve (12) consecutive months.

13.1 (h) Where employees have been scheduled the night before from the permanent location, and due to circumstances some jobs are cancelled, the Employer shall not be required to change the schedule for the following day. Seniority shall prevail on the next following day.

13.1 (i) Where the same Employer has more than one job in progress, working out of different garages or parking sites and at the starting time of the job, due to weather or other conditions beyond the Employer's control, the job is not able to work and no decision can be made as to when the job can go, such layoffs shall not exceed more than two (2) working days, after the expiration of two (2) days the employee according to his company seniority shall be entitled to transfer to another job of the Employer if there are employees of less seniority working for the Employer on another job. When an employee requests a transfer to another job site such employee shall stay at said job site until its completion or until employee is laid-off.

Notwithstanding the foregoing, the Employer may permit a transfer immediately upon the layoff without waiting two (2) days.

All employees domiciled at the same location will be assigned to work according to their seniority, providing they are qualified. This will not affect the daily starting time.

13.2 When hauling blacktop or similar material, drivers shall have a platform to stand on to roll their tarps at the plant.

13.3 If the Employee is directed to take a truck to a job site or a garage and leave it at same, he shall be compensated until he returns to his original start.

13.4 Shift seniority shall prevail on selection of shifts in truck shop providing the mechanics have equal qualifications.

13.5 Employee when told to park on a job-site, the Employer shall with all possible means have the employee living nearest to the job-site report for work there, if qualified.

13.6 Employer agrees that it will not lease, assign, subcontract any bargaining unit work to any person, partnership, corporation or business enterprises until, or unless all of the employer's equipment and work force is engaged, and/or the employer does not own the necessary equipment to perform the work.

13.6(a) This Section shall not prohibit the Employer from utilizing other trucking services to comply with minority contractual requirements (MBE, WBE, DBE). Employers shall utilize their own trucking equipment prior to utilizing other trucking services when compliance with minority contractual requirements has been obtained. Upon request by the Union, the Employer shall provide proof of minority obligations.

13.7 Employees shall be compensated for any drug and alcohol testing

ARTICLE 14.**Labor Work**

14.1 Chauffeurs are exempt from all labor work except when necessary to clean their truck body or to maintain the safety of their vehicles in the event of an emergency or breakdown. Chauffeurs may be required to act as flagman upon request by the Employer. Chauffeurs shall operate one vehicle only unless said vehicle is replaced with another. Chauffeurs shall maintain their trucks at the job site for loading until quitting time. Supply and service truck drivers shall load and unload their vehicles, except where doing so will infringe on the work of other trades or where the equipment or material to be loaded or unloaded is unreasonably heavy and help is needed, it will be supplied.

14.2 The Employer shall equip all trucks and tractors with workable heaters and defrosters.

ARTICLE 15.**Non-Discrimination**

15.1 The Employer and the Union agree they will continue not to discriminate against any individual with respect to their hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or age (to the extent prohibited by law), nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of their race, color, religion, sex, national origin, or age (to the extent prohibited by law).

ARTICLE 16.**Employment Termination**

16.1 **No Discrimination.** (a) There shall be no discrimination on the part of the Employer against any employee nor shall any employee be discharged for any union activity not interfering with the proper performance of their work.

(b) The Employer shall not discharge any employee because of race, creed, national origin, or sex, or age; nor because the employee has demanded the wages, overtime or other benefits to which this Agreement entitles them.

16.2 **Discharge or Suspension.** The Employer shall not discharge or suspend any employee without just cause.

ARTICLE 17.**Holidays**

17.1 (a) Double time shall be paid for all work done on Sundays and the following Legal Holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

ARTICLE 18.**Vacations and Leaves of Absence**

18.1 (a) Vacations may be taken by mutual agreement between the Employer and the employee.

Leaves of absence shall be granted to employees by mutual agreement between the Employer, the Local Union, and the Employee. Such leaves, when granted, shall be in writing, by the Employer and the employee each signing three (3) copies, one (1) of which shall be retained by each of them and the third copy to be retained by the Union.

ARTICLE 19.**Owner-Drivers**

19.1 The Union has established a policy whereby it will enter into a collective bargaining agreement with an owner/operator only under the following circumstances:

1. The owner/operator's company is incorporated; and
2. The owner/operator agrees to make all fringe benefit contributions specified in the agreement.

19.2 Owner-Drivers operating their own vehicle are covered within the terms and conditions of this Agreement as to hours, wages, overtime, supplemental allowances, working conditions, and other provisions to the extent permitted by law. Separate checks for wages and equipment shall be issued by the Contractor to such owner-drivers, and the Contractor shall maintain proper books and records for inspection by the Union to determine the Contractor's compliance with the provisions of this Agreement including the specific provisions of this Article. The books and records (including payroll records, time cards, owner-driver operating expenses, etc.), shall be produced at the Union headquarters upon reasonable notice.

19.3 Detailed statements shall be furnished by the Contractor to such owner-drivers at least once a month, designating all such owner-driver's income and expenses for the month. Any money due at this time must be paid.

19.4 Each Employer will identify each and every such owner-driver to the Union regardless of whether or not the vehicle is licensed in the name of the driver or the lessee.

19.5 The Employer reserves the right to control the manner, means and details of and by which such owner-driver performs his services, as well as the ends to be accomplished.

19.6 Such owner-driver shall receive the full wages, supplemental allowances, and all working conditions provided in

this Agreement, and shall receive as a minimum salary after payment of all direct and indirect vehicle operating expenses, a sum equal to the wage and benefit amounts he would have received for the equivalent time worked on that date as an hourly-rated driver. If the Contractor does not provide satisfactory evidence that an owner-driver is paid as provided under this Article, the Contractor shall upon three (3) working days notice, discontinue use of such owner-driver.

19.7 Such owner-driver shall have complete freedom to purchase gasoline, oil, grease, tires, tubes, etc., including repair work, at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

19.8 The Employer agrees not to enter into any agreement or contract with such owner-driver, either individually or collectively, which in any way conflicts with any of the terms or provisions of this Article. Any such agreement shall be null and void.

19.9 In no event shall owner-driver's wages be paid on a percentage basis.

19.10 Nothing in this Article shall be construed or interpreted to require any contractor to contribute to any fringe benefit fund for the hours worked by an owner-driver.

ARTICLE 20.**Mechanic's Tools**

20.1 If a mechanic's tools are lost or stolen through fire or burglary on the Employer's premises or job site, the Employer will replace the tools at no cost to the mechanics. The mechanic shall be paid in accordance with the inventory list that is on file with the company prior to the loss. The employee will update the inventory list annually.

20.2 The Employer shall furnish for use by the mechanic the necessary sockets over one-half inch (1/2") drive at no cost to the mechanic.

20.3 There must be at least two (2) employees on duty in the shop at all times during the night shift.

ARTICLE 21.

Job Access by Union - Stewards

21.1 The Business Representative shall have the privilege to visit any job to enforce the provisions of this Agreement.

21.2 The Employer recognizes the right of the Union to designate job stewards. If requested by the Local Union, the steward shall have preference for overtime, Saturday, Sunday and Holiday work and shall be the last man laid off at the conclusion of a project, provided he is qualified to perform the work. The authority of job stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the Collective Bargaining Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information.

(1) have been reduced to writing, or,

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-down, refusal to handle goods or any other interference with the Employer's business.

(c) Job stewards have no authority to take strike action or any other action interrupting the Employer's business.

(d) The Employer recognizes these limitations upon the authority of job stewards and shall not hold the Union liable for any unauthorized acts by the job stewards. The Employer in so recognizing such limitations, shall have the authority to impose discipline, including discharge, in the event the steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement and any action taken by the Employer shall not be subject to the grievance and arbitration procedure.

21.3 A job steward shall be a competent working Teamster.

21.4 A steward shall not leave the job during working hours unless authorized by the Employer.

ARTICLE 22

Protection of Rights

22.1 It shall not be a violation of this Agreement, and it shall not be cause of discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of Unions party to this Agreement, and including lawful primary picket lines at the Employer's places of business. In the application of this Article it is immaterial if the labor dispute or picketing is illegal if the labor dispute or picketing is primary.

22.2 This Article in its entirety is excluded from the application of the grievance procedure of this Agreement.

ARTICLE 23.**Separate Agreements**

23.1 It is agreed that the Employer or the employee and the Union will not be asked to make any written or verbal agreement which may conflict with this Agreement.

ARTICLE 24.**Compliance with Safety and Traffic Laws**

24.1 No employee shall be responsible for the purchase or display of City or State License tags or plates. Overloading of trucks shall be the responsibility of the Employer unless it is due to employees' negligence. If any employee is arrested or is issued a summons because of faulty equipment, failure to display tags or licenses, overloading or overweight, he shall not be required to surrender his chauffeur's license in lieu of bond, and if he is thereby to appear in Court on behalf of his Employer, he shall be reimbursed for his lost time at his regular straight-time hourly rate of pay unless it is due to employee's negligence.

ARTICLE 25.**Economic Loss**

25.1 Employees covered by this Agreement receiving higher wages or more attractive working conditions than those provided for in this Agreement shall suffer no reduction by virtue of this Agreement, and shall be paid the increase in wages herein negotiated.

ARTICLE 26.**Inspection Privileges**

26.1 Authorized representatives of the Union shall have access to the Employer's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining compliance with this Agreement which shall include the right to inspect and audit those specific payroll records, time cards and sheets as may relate to a particular grievance or alleged nonpayment or improper payment of wages, health and welfare or pension contributions. Such records shall be produced at a place mutually agreed upon.

26.2 Employers shall keep a permanent daily payroll record of all employees and of hours worked by employees employed on a time basis showing starting and quitting time. Notwithstanding the limitations of Section 1 above, such records effective June 1, 1991, shall be preserved for a period of not less than forty-six (46) months, and shall be subject to examination by the Union, but the Employer shall have the right to be present.

ARTICLE 27.**Emergencies**

27.1 In case of emergencies such as floods, heavy snowfalls, fires, or other disasters, it shall be permissible for the Employer to require employees to work additional time in the same day at the applicable rate for that day, provided there is at least a four (4) hour break in employment.

27.2 It is understood and agreed that the above provision applies only in the event of emergencies and is not applicable where the job regularly demands more than one shift.

ARTICLE 28.**Sales and Transfers - Scope of Obligation**

28.1 This Agreement shall be binding upon the parties hereto, respective successors, administrators, executors, assigns and legal representatives; in the event the Employer's business or operation or part thereof, is sold, leased, transferred or taken over by any means whatsoever, including but not limited to sale, transfer, lease, succession, merger, consolidation, assignment, receivership, bankruptcy proceedings, or operation of law, or taken over or absorbed by a parent company or a subsidiary company or subsidiary corporation, such business or operation shall continue to be subject to and covered by the terms and conditions of this Agreement for the life thereof. The Employer shall not use any leasing device to evade this Agreement. Nothing in this Agreement shall limit or restrict the right of an Employer to cease its business or operations.

28.2-1 In the event an Employer buys out the business or operations of another Employer and operates it as a separate legal entity, then the seniority of the Employees shall continue on the same basis as it existed prior to the occurrence of said buy out.

28.2-2 In the event an Employer buys out another Employer covered by this Agreement and merges operations of the bought-out Employer into his own, the seniority of the employees shall be established as follows:

(a) In the event the acquiring Employer has bought out or merged with another solvent Employer who is covered by this Agreement, the seniority of the employees of both Employers shall be merged within their seniority units in accordance with their dates of hire with their respective Employers, to the extent of the acquiring Employer's need as to qualifications and number of employees. This provi-

sion shall provide only as to merged operations within the same local Union's jurisdiction.

(b) In the event the bought-out Employer is insolvent, the employees of such Employer who are retained shall be placed at the bottom of the seniority list as a group listed in accordance with their previous seniority standing. The acquiring Employer need retain such employees of the bought-out Employer only to the extent of his need as to qualifications and number.

ARTICLE 29.**Conformity to Law - Saving Clause**

29.1 If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

29.2 If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances, shall not be affected thereby.

29.3 If any provision of this Agreement or the application of such provision to any person or circumstances shall at any time be contrary to law, then the parties shall meet to negotiate a substitute provision which shall remain in effect until the expiration of the Agreement or until the affected provision is restored pursuant to Section 1 above. Should the parties bargain to impasse over the substitute provision, either or both may impose economic sanctions in support of

their position and neither the grievance and arbitration provisions of this Agreement nor the no-strike-no-lockout provisions shall be applicable.

ARTICLE 30.

Duration and Termination

30.1 This Agreement shall become effective on June 1, 2006, and shall remain in force and effect until and including May 31, 2009. After May 31, 2009, this Agreement shall be renewed automatically for periods of one (1) year unless either CAWGC, the Employer or the Union gives written notice to the other of a desire to modify, amend or terminate same at least sixty (60) days prior to the expiration of any such period.

In witness whereof the parties have hereunto set their hands this 1st day of June, 2006.

CONTRACTORS ASSOCIATION OF WILL AND GRUNDY COUNTIES

BY: Robert B. Smith V.P.

TEAMSTERS LOCAL 179

PRESIDENT Thomas D. White

DATE: 6-26-06

FOR NON-ASSOCIATION EMPLOYERS

FOR TEAMSTERS LOCAL 179

BY: _____

TITLE: _____

DATE: _____

FOR THE COMPANY

COMPANY: _____

ADDRESS: _____

City State Zip

PHONE: _____

BY: _____

TITLE: _____

DATE: _____

ADDENDUM 1.**Uniform Drug/Alcohol Abuse Policies**

The Union recognizes that the Employers of Teamsters are required to meet the regulations established by more than one governmental agency.

It is agreed that Employers adopting the "Uniform Drug/Alcohol Abuse Program" required by State and Federal Drug Free Workplace Acts, or other policies required to meet the regulations established by the Federal Department of Transportation or the Illinois Department of Transportation, shall not be in conflict with the Area Construction Agreement, Joint Council No. 25.

It is further understood that policies adopted by Employers that are in excess of governmental regulations shall be subject to the Grievance Procedure established in Article 6 of this Agreement.

PARTY OF THE FIRST PART:

Company

By: _____

By: _____

PARTY OF THE SECOND PART:

Union

By: _____

By: _____

ARTICLE 31.**Grievance Procedure****For Non-Association Employers Only**

31.1 A grievance for the purpose of this Agreement is a complaint or claim against an Employer by an employee, employees, or the Union, with respect to the meaning and/or application of a provision of this Agreement.

31.2 Any individual employee or group of employees shall have a right to present grievances to their Employer and to have such grievances adjusted. All grievances must be presented within seven (7) days from the day the event occurs which gives rise to the grievance. Neither party shall be under any obligation to consider any grievance which is not presented within the time provided herein. Any grievance that is not appealed within the times specified in this Article shall be considered as settled on the basis of the decision last given and shall be final and binding upon the Employer, the Union and the employee or employees involved. However, in all steps of the grievance procedure, an extension of time to appeal or answer a grievance may be agreed upon in writing.

31.3 Should any grievance arise during the life of this Agreement, the same will be settled in accordance with the following procedure:

31.3-1 **First Step:** An effort shall be made to adjust the grievance by and between the employee having the grievance and his immediate supervisor. If he so desires, the employee may also have his Union representative present and the grievance may be presented by the Union representative.

31.3-2 **Second Step:** If the grievance is not resolved within seven (7) days at the first step and, if the Union elects to proceed with it, the grievance shall be reduced to writing by the grievant and filed with the Union within two (2)

working days after the said seven (7) days, and an attempt will be made to adjust the grievance by and between an Employer representative and a Union representative. If the grievant does not file the grievance in writing with the Union within the two (2) working days specified, the grievance shall be deemed void.

31.3-3 Third Step: If the grievance is not resolved within seven (7) days at the second step and if the Union elects to proceed with it, it may be referred to a Labor-Management Committee which is provided for in Step Four below.

31.3-4 Fourth Step: A committee of six (6) members equally divided between the Employers and the Union shall be established to provide for uniform compliance with the Agreement. This committee shall be called the "Labor-Management Committee". The Employer that the grievance is filed against must choose his own committee. Every person chosen for this committee must be an Employer who is signatory to the Contractors Association Of Will And Grundy Counties Agreement.

Any local union who files the grievance must choose his own committee. Every person chosen for this committee must be a Union who is signatory to the Contractors Association Of Will And Grundy Counties Agreement.

The Employer and the Union involved must designate their committee members within ten (10) calendar days from the date of the receipt by the Employer of the written grievance. This shall be done by advising the other party, in writing, of the names of the committee members. Should either the Employer or the Union involved fail to timely designate their committee members, the grievance and arbitration provision and the no-strike and no lock-out provisions of this Agreement shall be inapplicable to both the underlying grievance and any questions as to the timeliness

of the designation of committee members. The parties may strike or lock-out in support of their position.

Any dispute referred to the Committee shall follow the procedure outlined below:

(a) A written complaint shall be prepared and one copy of such complaint shall be sent to the Chairman of the Union Committee, and one copy shall be sent to the particular Employer involved. The complaint shall state the issue involved and outline the position of the Union on the issue.

(b) The Employer complained against shall answer the complaint in writing and state his position on the matter within seven (7) days. Copies of such answer of the complaint will be distributed to the same parties indicated above.

(c) The meeting of the Labor-Management Committee shall be held within ten (10) working days or on a date mutually satisfactory to both parties.

(d) All Employers and all Local Unions involved and all employees represented by them, agree that the majority decision of the Labor-Management Committee on any dispute submitted to it shall be final and binding on all of the aforementioned parties.

(e) In the event of a deadlock, a seventh neutral person mutually agreed upon by both Management, and Labor Committee shall be used to cast the deciding vote to break the deadlock. This decision shall be final and binding.

(f) Non-Association employers shall reimburse CAWGC \$100.00 per hour, for all time spent hearing grievances.

ARTICLE 32.**Delinquent Payments****For Non-Association Employers Only**

Whenever the Union in its sole discretion determines that the Employer is delinquent in making payments of unpaid wages, dues deducted by checkoff and payments to the Health and Welfare Fund and/or the Pension Trust Fund, as required under this Agreement or the rules and regulations of the respective Funds, then the Union may strike the Employer to enforce payment. This provision shall not be subject to and is specifically excluded from the Grievance Procedure. The Employer shall be responsible for any losses of any Health and Welfare or Pension benefits resulting thereby and reimbursement for all wages lost because of any action taken by the Union. The Employer shall be required to pay in an addition to the actual delinquency, 10% of the delinquent amount as liquidated damages, and accountant and attorney fees and court costs.

AGREEMENT FOR ADOPTION**For Non-Association Employers**

The provisions of the attached current Collective Bargaining Agreement between the AREA CONSTRUCTION AGREEMENT UNIONS I. B. OF T. JOINT COUNCIL NO. 25 ("Association") and the "UNION" (as defined in the opening paragraph) which runs for a term from June 1, 2006 through May 31, 2009, excluding Article 6 - Grievances and Arbitration, which shall be and is hereby replaced by Article 32 - Grievance Procedure (For Non-Association Employers Only), and including Article 33 - Delinquent Payments (For Non-Association Employers Only), are hereby adopted by the Company signatory below (not a member of said Association) as its Agreement with the Union, and said Company shall be deemed the "Employer" where such term appears in any applicable provision of said Agreement.